



**VIRGINIA DEPARTMENT OF SOCIAL SERVICES
DIVISION OF FAMILY SERVICES, ADOPTION PROGRAMS**

May 2, 2008

Announces

**REQUEST FOR PROPOSALS
RFP NUMBER: SVC-08-059**

**FOR GRANT FUNDING UNDER THE
ACHIEVE ADOPTION SERVICES THROUGH COLLABORATIVE PARTNERSHIPS
(AASTCP)**

Proposal Due Date and Time: 3:00 p.m. on June 3, 2008

Initial Contract Period: On or About July 1, 2008 Through June 30, 2009

**Issuing Agency:
Commonwealth of Virginia
Department of Social Services
Division of Family Services, Adoption Programs Unit
7 North Eighth Street – 4th Floor
Richmond, VA 23219-3301**

**An optional pre-proposal conference will be held from 1:00 p.m. to 4:00 p.m. on
Monday, May 12, 2008 at the Dept. of Social Services, 7 N. Eighth Street,
Richmond, VA, Conference Room 1.
See Attachment "U" for Directions**

**All requests for information shall be directed to Pamela F. Cooper, Adoption
Supervisor, at pamela.cooper@dss.virginia.gov or (804) 726-7575 no later than
5:00 p.m., Tuesday, May 27, 2008.**

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia or against an Offeror because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. This public body complies with the Code of Virginia, the Department of General Services' Agency Procurement and Surplus Property Manual, and the Vendor's Manual. Code of Virginia, §2.2-4310A and §2.2-4343.1D.

REQUEST FOR PROPOSALS NO. SVC-08-059

ISSUE DATE: May 2, 2008
TITLE: Achieve Adoption Services Through
Collaborative Partnerships (AASTCP)
COMMODITY CODE: 95247-Foster Home & Adoption Services
LOCATION: Statewide
INITIAL CONTRACT PERIOD: July 1, 2008 - June 30, 2009
PROPOSAL DUE DATE AND TIME: June 3, 2008, 3:00 p.m.

Issuing Agency: Commonwealth of Virginia
Department of Social Services
Division of Family Services
Adoption Programs Unit
7 North Eighth Street – 4th Floor
Richmond, VA 23219-3301

Sealed proposals for providing services described herein will be received subject to the conditions cited herein until the Proposal Due Date and Time shown above. PROPOSALS RECEIVED AFTER THAT TIME WILL BE RETURNED WITHOUT CONSIDERATION. Send or hand deliver all proposals (not scanned or regenerated) directly to the issuing agency shown above.

DO NOT FAX OR EMAIL.

In compliance with this Request for Proposals, as published by the Department, and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services described in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiations.

NOTE: THIS FORM MAY ALSO BE FOUND AS ATTACHMENT A OF THIS RFP.

_____ (Name of Organization)	Date: _____
_____	By: _____ (Signature in Ink)
_____	Name: _____ (Printed or Typed)
(Street Address)	Title: _____
_____	Telephone: _____ (Area Code) (Number)
(Street Address)	Facsimile: _____ (Area Code) (Number)
_____	E-Mail: _____
(City) (State) (Zip Code)	
FEI/FIN# _____	

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Forms To Be Completed & Returned

Attachment A - Agency Offeror Sheet
Attachment B - RFP Checklist
Attachment C - Proposal Cover Sheet
Attachment D - Activities/Outcomes Form
Attachment E - Proposed Budget – Itemized Budget Form (Attachment E, pages 1 – 5)
Attachment F - W-9 Form (with signature)
Attachment G - Assurances Form Sf-424b (with signatures)
Attachment H - General Certification
Attachment I - Signed Certification Regarding Lobbying
Attachment J - Signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
Attachment K - Signed Certification to Receive Electronic Reimbursement

Other Attachments

Attachment L, M and N - OASIS Data - Foster Care Demographic Report for Children with a Goal of Adoption – February 28, 2008

- Attachment L - Sex and Race
- Attachment M - Ages
- Attachment N - TPR and Placements

Attachment O - Quarterly Report DRAFT
Attachment P - Placements/Final Orders DRAFT
Attachment Q - Families Who Have Been Approved - DRAFT
Attachment R - Adoption Programs Contract Monthly Invoice - DRAFT
Attachment S - Adoption Programs Contract Budget Amendment Request – DRAFT
Attachment T – Virginia Map with VDSS Regional Boundaries
Attachment U – Directions to Pre-proposal Conference

SECTION 1 - PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from private non-profit licensed child-placing agencies (CPA) with offices in Virginia to award contracts through “best value” competitive negotiation in order to achieve adoption for children in custody of local departments of social services (hereinafter referred to as “LDSS”). This RFP will award contracts to implement, achieve and support pre-placement, placements and post-placement (before finalization) adoption services for children in foster care or with families who come forth to adopt children in custody of LDSS. The Offeror may provide adoption services to LDSS in contiguous jurisdictions; within a region; or with multiple agencies across the state to achieve the permanency goal of adoption. Contracts will be negotiated awards for one year and renewable for two additional one-year periods as determined by VDSS based on satisfactory completion of the requirements and approved deliverables.

Grants awarded under Title XX/SSBG (Social Services Block Grant) and state general funds are to be used for the adoption of children in foster care of Virginia’s LDSS and to provide services that address the identified needs of these children and the families that come forth to adopt them in Virginia’s communities.

The funding period for contracts for the first year will be on or about July 1, 2008 to June 30, 2009 with the potential for two additional one-year renewals beginning July 1, 2009 and ending June 30, 2011.

A total of \$1,125,099 in awards is available. Under the existing contract, ten grants were awarded ranging from \$55,000 to \$200,000 (excluding a match). Grants will be funded on a negotiated basis for services associated with the number of children needing adoptive placement in each of VDSS’ five regions. (See map in Attachment T). Funding will be awarded to those proposals with the highest quality meeting the criteria of “best value” to the Commonwealth. (See Section 5.2, “Best Value”). A minimum of 10% cash or in-kind match is required. The cash match may be used for indirect charges of the applicant. No other federal funds may be used as part of this match. Applicants must not use local, state, or other federal funds already being used for other matching purposes. The proposal must provide sufficient documentation that the matching funds are eligible and consistent with the guidelines given.

SECTION 2 - BACKGROUND

The Adoption Programs Unit at the Virginia Department of Social Services (VDSS) is organized to support the mission of the Department to strengthen the development of healthy families and to protect at-risk children by ensuring the safety, well being and permanency of Virginia children through adoption. This unit promotes statewide and national visibility of Virginia's children awaiting adoption through the management of the Adoption Resource Exchange of Virginia (AREVA) and other state-initiated recruitment activities such as Heart Galleries, specialized recruitments, and activities to promote and achieve adoption for special populations. The unit supports post legal adoption services through the management of a statewide grant with a private Contractor.

In the past six years VDSS has promoted the best practice of achieving adoption through collaborative partnerships among public and private licensed child-placing agencies (CPA). This RFP will continue this best practice model to achieve adoption through collaborative partnerships between public and private child-placing agencies. These partnerships are intended to assist in expediting adoptions within the state to promote inter-jurisdictional adoptions and to support local agencies with specialized assistance in the adoption process.

The goal of the Achieve Adoption Services Through Collaborative Partnerships RFP is to:

- promote and provide adoption services and activities for children in the custody of local departments of social services in Virginia;
- expedite the adoption process by achieving permanency of children from foster care of a LDSS through a collaborative partnership in a timely manner; and
- support families who come forth to adopt through the adoption process.

This goal will be accomplished by providing specialized child specific or targeted recruitment, training families for adoption by preparing children and families, by approving and supporting families who come forth to adopt these children and by supporting the collaborative planning efforts of activities to promote and achieve adoption among public and private agency workers.

Over the past few years, the Adoption Programs Unit of the VDSS has continuously reviewed the adoption program to identify program enhancements and service improvements. In preparation of this Request for Proposals, the Adoption Programs Unit reviewed:

- the major findings of the Child and Family Review of 2003 and our current status,
- data related to children with the goal of adoption,
- federal studies and reports related to the enhancement of adoption of children in foster care, and

- information from current Contractors on issues and barriers that continue to need improvements and successes that compliment services to children with the goal of adoption.

In July 2003, the federal Child and Family Services Review (CFSR) was conducted of the child welfare program in Virginia. The CFSR is designed to 1) help states improve child welfare services including child protective services, foster care, adoption, family preservations and independent living services; and 2) to show measurable outcomes for children and families. The CFSR assesses a state's performance with regard to seven child welfare outcomes pertaining to child safety, permanency and well being; as well as seven systemic factors relevant to the state's ability to achieve positive outcomes for children who come into contact with the child welfare system. The federal government has also established national performance standards to which states will be held accountable. The national performance standard for adoption is that 32% of children leaving foster care through adoption do so within 24 months of entry into foster care. Virginia's rate at the time of the CFSR was 18.2%. Virginia's rate as of December 2007 was 32.2%. This RFP will assist Virginia continue to meet or improve this national standard and reduce the number of children waiting for adoption.

The statewide assessment prepared by the Virginia Department of Social Services as part of the CFSR is available on line at: www.dss.virginia/family/cfsr . The Final Report of the Child and Family Services Review is also available at the above web address.

Based on the Foster Care Demographic Report for Children with the Goal of Adoption, for February 2008, there were 1596 children with the goal of adoption (Data Source: Online Automatic Service Information System-OASIS). Of that number 918 were awaiting placements. (See Attachment T – Virginia Map with VDSS Regional Boundaries).

TABLE 1: Foster Care Demographic Report for Children with Goal of Adoption

Children with Goal of Adoption
February 1, 2008
OASIS Data as of March 1, 2008

Regions	Number of Children	With TRP (Termination of Parental Rights)	Awaiting Placements
Central	275	203	162
Eastern	409	293	225
Northern	458	308	242
Piedmont	282	218	182
Western	172	127	107
State Total	1596	1149	918

Other demographics of these children are by age, sex and race. The ages of children with the goal of adoption vary with 35.8 percent are five and under; 25.3 percent are ages 6 through 9; and 37.90 percent are ten and older. Table 2 below reflects the ages by region of the children waiting for adoption.

TABLE 2: Foster Care Demographic Report for Children with Goal of Adoption

Ages by Region
February 1, 2008
OASIS Data as of March 1, 2008

Regions	Total Children by Age and Region	Ages		
		0-5	6-9	10 and above
Central	275	101	67	107
Eastern	409	139	98	172
Northern	458	170	111	177
Piedmont	282	104	87	91
Western	172	57	40	35
Total	1596	471	403	622

The average time these children have been in foster care is 36.27 months.

Sex and Race: Fifty five percent (52.6%) of these children are male and about 47.4% are females. The regional breakdown by sex is identified in Table 3 below.

TABLE 3: Foster Care Demographic Report for Children with Goal of Adoption

Sex by Region
February 2008
OASIS Data as of March 1, 2008

Region	Male	Female
Central	160	115
Eastern	199	210
Northern	243	215
Piedmont	138	143
Western	99	73
Statewide	839 (52.6%)	756 (47.4%)

The races with the goal of adoption are 39.9% African American, 41.6% White, and 0.4% Asian, 8.7% multi-racial, and, 1.3% races unknown. Race by region is reflected in the chart below:

TABLE 4: Foster Care Demographic Report for Children with a Goal of Adoption

Race by Region
February 2008
OASIS Data as of March 1, 2008

Region	Race by Regions				
	Black	White	Asian	Multi-Race	Unknown
Central	153	101	1	16	4
Eastern	250	121	0	34	4
Northern	134	254	6	57	7
Piedmont	87	166	0	27	2
Western	13	150		5	4
Statewide	637	792	7	139	21

Overall, the number of children in custody of local departments of social services with the goal of adoption is about 1,600 per month. Those with their parental rights terminated is 1200, with a third of these children in adoptive placements and two-thirds awaiting adoptive placements. About 33% of the children are five years old or less and 67 % are older than six years of age, with 39% age ten and older.

In 2005 the Department contracted with seven private child placing agencies and three public agencies to provide adoption services for children awaiting adoption. Quarterly reports on successes included:

- Utilization of child-specific recruitment activities was effective for older children;
- Use of PRIDE training provided consistency in training foster to adopt parents;
- Positive relationships established among the public and private collaborations facilitated adoptions;
- Public and private agencies collaborated on child specific recruitment activities such as Heart Galleries;
- A variety of adoption activities enhanced the adoption of waiting children such as match receptions, basketball and bowling parties;
- Utility of retreats for workers of public and private agencies and training to achieve adoption was demonstrated;
- Trainings on attachment issues faced by children was effective to achieve adoptions;
- The development of a network of professionals with competencies in adoption enhances and maintains placements; and
- Consistent collaboration among grantees and local agencies will improve adoption services in Virginia.

This Request for Proposals is to address barriers and suggestions made to VDSS to improve adoption of children in custody of the LDSS.–Barriers to adoption according to the literature reviewed include but are not limited to the following:

- Difficulties in terminating parental rights;
- Difficulties in recruiting adoptive homes;
- Lack of supports necessary to assist foster parents in understanding the transition of their role from a foster parent to an adoptive parent;
- Lack of understanding by foster parents and potential adoptive parents of the State adoption policies and procedures;
- Lack of knowledge about post legal adoption services;
- Limited local agency staff to complete adoption paperwork and procedures once termination of parental rights have occurred in smaller agencies;
- Lack of targeted and child specific recruitment activities according to the characteristics of the population of children awaiting for adoptive homes;
- Lack of child specific recruitment for children after the termination of parental rights, and especially for children nine and older;
- Lack of preparation of children for adoption;
- Lack of agency workers in some agencies to update and/or complete home studies in a timely manner;
- Lack specific training on adoption processes and procedures to effectively work with children and families;
- Lack of availability of clinical therapists to work with adoptive families/children; and
- Lack of ongoing training scheduling of training recruitment.

Some of these barriers were also included in the quarterly reports for current contractors. Proposals considered for this RFP will address the barriers for children to achieve adoptions.

Some best practices to promote and support adoptions are:

- Collaboration among public and private agencies;
- Collaboration across jurisdictional lines among public agencies continues to need strengthening;
- Training to improve understanding of the adoption assistance policy and procedures to prevent varying interpretations from agency to agency and from worker to worker;
- Regularly scheduled and posted training for adoptive families;
- Necessary provision of post legal placement support services; and
- Training for all adoption professionals as partners on adoption issues promotes and maintains adoptions.

This RFP will address any best practices prior to the legal adoption.

All recipients of these grant funds must be knowledgeable of resources currently available for adoptive children and their families and willing to work collaboratively with these resources. These resources include the Virginia One Church One Child Program, Statewide Adoptive Family Preservation Services System with United Methodist Family Services, regional Heart Galleries and other initiative of the VDSS.

SECTION 3 – STATEMENT OF NEEDS

The goal of the Achieve Adoption Services Through Collaborative Partnerships RFP (hereinafter referred to as “AASTCP”) is to promote and provide adoption services and activities for children in the custody of LDSS’ in Virginia through a collaborative process with private agencies. The Contractor shall:

- achieve the adoption of children from foster care;
- develop models for adoption services using public/private partnerships; and
- improve the adoption services delivery system within the state.

3.1 Eligible Applicants

- a. Eligible applicants are non-profit licensed child-placing agencies with offices in Virginia who have skills, experiences and relationships with local departments of social services to provide adoption services to accomplish the goal of adoption.
- b. Applicants should be sensitive to the cultural, socio-economic and community influences which affect the development and functioning of families in the area of the where the grant will serve, as well as:
 - Have knowledge of adoption as a life long process;
 - Be familiar with the community they propose to serve;
 - Be willing to provide services to families in their homes; and
 - Have good relationships and networks in place with other agencies providing services to families in the community they propose to serve.
- c. Provide assurances that project staff or a staff representative from the agency will attend adoption conferences and workshops sponsored/co-sponsored during the year by the VDSS to include the Virginia One Church, One Child Annual Conference and adoption parties; Heart Galleries and other announced events.
- d. Provide assurances that the project officer and other requested staff will attend quarterly meetings as scheduled and required by VDSS.

3.2 Program Requirements

Proposals must describe in detail an innovative, multifaceted approach to addressing adoption for children in custody of the local departments of social services.

This RFP will make awards of proposals in three categories. The three categories and the program requirements for the categories are as follows:

Category 1: Services for Children Age Nine and Older

Services provided in Category 1 are to be focused on innovative strategies for locating adoptive families for children age nine and older. Promoting adoption opportunities for children nine and older is a priority for this grant. These children may be male, of African American heritage, members of a sibling group or may have other special needs such as educational, behavioral or emotional issues and conditions that will need special services to achieve adoption. The VDSS is looking for innovative recruitment, pre-placement, and placement techniques based on proven state-of-the-art best practices to address and achieve the adoption of these children.

VDSS is aware that LDSS need additional resources to recruit and provide a full range of adoption services for children with the goal of adoption. These grant awards should be viewed as a way of supporting adoption resources of LDSS by providing specific and specialized adoption services for children with the goal of adoption in foster care.

Strategies may include reconnecting the child with relatives to adopt and evaluating individuals whom the child indicates are significant adults in their lives. Agencies who select this category must identify one or more agencies with whom they will partner, and mutually agree, in writing, upon the terms of their partnership. Projects supported under this category are expected to provide the following service components through partnerships with public and private agencies:

A. Targeted or Child Specific Recruitment:

1. Assist local agencies with Adoption Resource Exchange of Virginia (AREVA) registration by preparing narratives and obtaining professional pictures; and
2. Conduct innovative recruitment activities to identify and approve adoptive families for children ages nine and older.

B. Orientation and Initial Contact:

1. Contact prospective family within one working day (as defined by the Contractor's operational policies) of referral;
2. Conduct orientation meeting within a group or individually within two weeks of referral. The orientation shall, at a minimum, be a discussion of the characteristics of waiting children, and explanation of the adoption process.

C. Training

Design and deliver an educational and self assessment training to prepare families for the challenges of being an adoptive parent of a child currently in foster care. Training to adoptive parents shall follow all standards for approved providers of VDSS.

Contractors shall provide pre-service training to adoptive families and for foster parents who desire to become adoptive parents. This training shall address, but is not limited to, the following core essential competencies:

1. Protecting and nurturing children,
2. Meeting children's developmental needs, including, but not limited to addressing developmental delays,
3. Supporting relationships between children and their families, and
4. Connecting children to safe, nurturing relationship intended to last a lifetime; and
5. Working as a member of a professional team.

Contractors shall also provide on-going training to families annually that will meet the needs of the children and families.

D. Home Studies:

When needed, conduct initial approval of home studies for the families who show interest in a specific child or to update a foster care home study to an adoption home study.

1. Accept applications for home studies and approve adoptive applicants based on an assessment of competent skill of the applicant's ability to parent a child not born to them and when applicable, the family's ability to parent cross-racially. Home studies shall be completed in accordance with the state policy and within 90 calendar days from the date of the orientation meeting.
2. Submit completed home studies to the Adoption Resource Exchange of Virginia (AREVA) with the appropriate documents prescribed by the department within 15 calendar days from the date of the home study approval.
3. Advocate and network to identify children for approved families using formal and informal processes. These processes shall include a review of the AREVA photo-listing and contact with local departments of social services.
4. Provide assistance to the existing foster parents in assessing their ability to parent a particular child and their readiness to proceed with adoptive placement.

5. Inform families of adoption assistance subsidy and assist them in applying, when appropriate.
6. Work cooperatively with the agency that has custody of the child.
7. Provide supportive and other services to families as requested by VDSS and mutually agreed upon by all parties affected.

E. Pre-Placement and Placement Services:

1. Assess the needs of the child and prepare the child for adoption;
2. Provide assistance to the parents in assessing their ability to parent a particular child and their readiness to proceed with placement;
3. Inform families of adoption assistance and assist them in applying, when appropriate;
4. Work cooperatively with the agency who has custody of the child;
5. Provide supportive and other services to families as requested by VDSS and mutually agreed upon by all parties affected.

F. Post-Placement Services (Before Finalization)

1. Conduct supervisory visits when agreed to with local department of social services and submit summary reports as required by state and local agency policy.
2. Provide supportive services to families focused on ensuring a successful placement. Supportive Services may include conducting individual or group services with families, when needed.
3. Provide other services as requested and approved by VDSS and mutually agreed upon by all parties.

Category 2: Services for Children in Foster Care

Services provided in Category 2 shall be targeted to children in custody of LDSS and to the services and support of the specific families who come forth to adopt these particular children. Collaborative partnerships between private, licensed child placing agencies and public LDSS with custody of children shall be for the purpose of recruitment for and adoption services to children. Agencies who select this category must identify two or more agencies with whom they will partner, and mutually agree, in writing, upon the terms of their partnership. Projects supported under this category are expected to be modeled on evidence based best practice, and provide the following service components through partnerships:

A. Targeted or Child Specific Recruitment:

1. Assist local agencies with AREVA registration by preparing narratives and obtaining professional pictures; and

2. Conduct innovative recruitment activities to identify and approve adoptive families for specific children ages nine and older.

B. Orientation and Initial Contact:

1. Contact prospective family within one working day (as defined by the Contractor's operational policies) of referral;
2. Conduct orientation meeting within a group or individually within two weeks of referral. The orientation shall, at a minimum, be a discussion of the characteristics of waiting children, and explanation of the adoption process.

C. Training:

Design and deliver an education and self-assessment training to prepare families for the challenges of being an adoptive parent of a child in foster care. Training to adoptive parents shall follow all standards for approved providers of VDSS.

Contractors shall provide pre-services training to adoptive families and for foster parents who desire to become adoptive parents. This training shall address, but is not limited to, the following core competencies:

1. Protecting and nurturing children,
2. Meeting children's developmental needs, and addressing developmental delays,
3. Supporting relationships between children and their families,
4. Connecting children to safe, nurturing relationship intended to last a lifetime; and
5. Working as a member of a professional team.

Contractors shall also provide on-going training to families annually that will meet the needs of the children and families.

D. Home Studies:

1. When needed, conduct home studies for the families who show interest in a specific child.
2. Accept applications for home studies and approve adoptive applicants based on an assessment of the applicant's ability to parent a child not born to them and when applicable, the family's ability to parent cross-racially. Home studies shall be complete in accordance with the state policy and within 90 calendar days from the date of the orientation meeting and shall be approved according to provider standards.
3. Submit completed home studies to the Adoption Resource Exchange of Virginia (AREVA) with the appropriate documents prescribed by the

department within 15 calendar days from the date of the home study approval.

4. Advocate and network to identify children for approved families using formal and informal processes. These processes shall include a review of the AREVA photo-listing and contact with local departments of social services.
5. Provide assistance to the existing foster parents in assessing their ability to parent a particular child and their readiness to proceed with adoptive placement.
6. Inform families of adoption assistance and assist them in applying, when appropriate.
7. Work cooperatively with the agency that has custody of the child.
8. Provide supportive and other services to families as requested by VDSS and mutually agreed upon by all parties affected.

E. Pre-Placement and Placement Services:

1. Assess the needs of the child and prepare the child for adoption;
2. Provide assistance to the parents in assessing their ability to parent a particular child and their readiness to proceed with placement;
3. Inform families of adoption assistance and assist them in applying, when appropriate;
4. Work cooperatively with the agency who has custody of the child;
5. Provide supportive and other services to families as requested by VDSS and mutually agreed upon by all parties affected.

F. Post-Placement Services (Before Finalization)

1. Conduct supervisory visits when agreed to with local department of social services and submit summary reports as required by state policy and local agency.
2. Provide supportive services to families focused on ensuring a successful placement. Supportive services may include conducting individual or group services with families when needed.
3. Provide other services as requested by VDSS and mutually agreed upon by all parties.

Category 3: Field-Initiated Demonstration or Special Projects

Field-initiated demonstrated or special projects that involve innovative approaches to providing adoption services to children in custody of LDSS for specified children ages nine and older, or to specific children with special needs. Topics of interest include but are not limited to:

- Improving recruitment and adoption services to children of African-American or mixed races;
- Improving outcomes for children by accessing services and supports to meet the well-being of the child and family to include the developmental, emotional and behavioral challenges of the children;
- Improving targeted and child-specific recruitment and adoption services for families by providing joint special training to adoption workers of local department of social services and private child placing agencies;
- Improving outcomes for children exposed to trauma before and during placements; and
- Reducing the length of time to adoption, while ensuring adequate preparation of children and families.

Agencies who select this category must identify two or more agencies with whom they will partner, and mutually agree, in writing, upon the terms of their partnership.

Projects supported under Category 3 are expected to be contributors of models for other such projects, based on evidence-based best practices, and, at a minimum, provide the services components listed under Category 1 or 2.

3.3 Agencies Selected For A Grant Award Shall Be Responsible For The Following:

- Accept referrals from local departments of social services and the Adoption Resource Exchange of Virginia;
- Prepare signature statements with each families to ensure that they understand that funds under this grant are for the adoption of children in foster care in Virginia;
- Attend meetings with the Virginia Department of Social Services (VDSS) at least quarterly and attend an initial program and evaluation planning meeting;
- Participate in a cross site evaluation provided by an independent evaluator determined by the Virginia Department of Social Services;
- Collect and report basic data about program participants, activities and outcomes;
- Prepare and Participate in an annual meeting of public and agency staff and will showcase funded projects;

SECTION 4
PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

4.1 Proposal Submission Instructions

- A. Proposals are due no later than 3:00 p.m. on Tuesday, June 3, 2008.
- B. These are competitive proposals and funding will be awarded to those proposals with the highest quality meeting the criteria of "best value". The type of match (cash or a combination of cash and/or in-kind matching) will depend on the source of award funds. VDSS will decide on the funding source(s) that will be awarded. *Any funds designated as matching funds are to be used with the same guidelines as the awarded funds.*
- C. Proposals submitted electronically (on-line) or faxed shall **not** be considered.
- D. Proposals received after the deadline shall **not** be considered.
- E. **Identification of proposal envelope/package:** Offerors requesting funding must send or hand deliver two completed proposals with original signatures and seven additional complete copies to:

Pamela Fitzgerald Cooper, Adoption Supervisor
Adoption Programs Unit
Virginia Department of Social Services
7 North 8th Street, 4th Floor
Richmond, Virginia 23219-3301

The following information must be included in the return address and identified as follows:

From: _____	June 3, 2008	3:00 p.m.
(Name of Offeror)	(Due Date)	(Time)
_____	SVC-08-059	
(Street or Box Number)	(RFP Number)	

(City, State, Zip Code)		

All envelopes/packages shall be prominently marked:
DO NOT OPEN: SEALED PROPOSAL
Achieve Adoption Services Through Collaborative Partnerships

No other correspondence or other bids/proposals should be placed in the envelope.

- F. Copies of this Request for Proposals, including the necessary forms and instructions, may be downloaded from the DGS/DPS eVA web site

www.eva.virginia.gov or from the VDSS website. The VDSS web site may be accessed at www.dss.virginia.gov/form/grants. Click on “Forms and Applications” (left side) then “Grant Opportunities” (left side). Select the *Achieve Adoption Services Through Collaborative Partnerships RFP Number SVC-08-059*. Award notices will also be published on this website.

4.2. General Instructions

A. RFP Response

Private non-profit incorporated agencies or organizations located and licensed in Virginia are eligible to apply for these funds. In order to be considered for selection, Offerors must submit a complete response to this RFP to the issuing agency. **Two (2) originals with signatures and a complete copy of the RFP and seven (7) additional copies of the proposal must be submitted to the Virginia Department of Social Services.** The two signed original proposals shall be so marked. No other distribution of the proposal shall be made by the Offeror.

B. Proposal Preparation

1. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in VDSS requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by VDSS. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. As used in this RFP, the terms “must,” “shall,” “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror’s proposal.

4. Proposals must be typewritten and double spaced on 8 ½" by 11" white paper, in type no smaller than 12 characters per inch. A standard font such as Arial 12 or Times New Roman 12 is preferred.
5. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be included in that single volume. All pages of the proposal must be numbered.
6. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. (See Section 9, Special Terms and Conditions, "I & J" for additional information).

C. Oral Presentation

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. VDSS will schedule the time and location of these presentations. Oral presentations are an option of VDSS and may or may not be conducted.

4.3 Specific Proposal Instructions

- A. Proposals shall be signed by a representative of the Offeror that is in a position of authority such as an Agency Director or Chair of a Board of Directors. All information requested must be submitted. Failure to submit all information requested may result in the proposal being rejected.
- B. Proposals should be as thorough and detailed as possible so that the Virginia Department of Social Services may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal in the order listed:

C. Proposal Cover Sheet & Offeror Form

A Proposal Cover Sheet (Attachment C) and an Offeror Form (Attachment A) have been provided and shall be submitted in the order specified in the RFP Checklist (Attachment B).. Proposals which lack required signatures will not be considered.

D. Executive Summary

Provide a one-page summary of the proposal highlighting key elements regarding services proposed such as the goal, the expected outcomes and the activities. This page does not count toward the 30 page limit.

E. Proposal Narrative

The work plan narrative cannot exceed 30 pages and must be organized in a manner that clearly addresses each of the following, in the order listed. Narratives that are concise and specific will be viewed most favorably.

1. Provide a statement of need for the services being proposed.
2. Provide a detailed description of how each component of the project will be implemented. Describe the number of families you propose to serve including a breakdown by service such as recruitment, home study, pre-placement, and placement and post adoptive placement services. If child specific recruitment, describe how many children you will serve and how children will be selected.
3. Describe the staff, facilities and time that will be required to complete the project. Specify how collaboration among public and private agencies and collaboration across jurisdictional lines among public agencies will be strengthened and how conflicts will be resolved.
4. Describe the competency of key project staff, including descriptions of current and previous relevant experience in serving children with special needs, current caseload, and a short narrative of project staffs' understanding of the Multi-ethnic Placement Act (MEPA). Position descriptions and resumes must be included and are considered as part of the page count.
5. Indicate whether current staff will be used or whether new staff will be hired for the project.
6. Describe fully the services that will be included in the process, and the methodology for providing services. The methodology must include the

required component of services proposed as outlined in the specific categories.

7. Describe how the activities proposed will address those areas needing improvement identified by the CFSR and describe in the Program Overview.
8. Describe how the agency will incorporate current initiatives, such as Virginia One Church, One Child, Statewide Adoptive Family Preservations Services by United Methodist Family Services, and other adoption activities planned by other contracts from this RFP to enhance the services provided through your proposal.
9. Describe how the agency will incorporate the use of technology into service delivery under this grant, such as video cameras, teleconferencing, etc.
10. Describe how the agency will incorporate best practices into service delivery under this grant.
11. Describe and identify the education and self assessment that will be used to prepare families for adoption.

F.. Organizational Capability and Structure

1. Give a history of your agency focusing on important activities and accomplishments over the last 10 years.
2. Describe the “track record” of your organization and any previous or current experience in the provision of services to families emphasizing particular strengths/experiences working with families of diverse cultures and socio-economic backgrounds and families of children with physical and mentally challenging conditions.
3. Describe your agency’s experience with the adoption of children with special needs; in preparing families and children for adoption; and work with post adoption services before finalization.
4. Describe the philosophy of all participating agencies in regard to placement of children across jurisdictional lines.
5. Identify the geographic locations to which services will be delivered.

G. Evaluation Plan

1. Detail the strategies and activities necessary to achieve the project goals, objectives and outcomes. Include a logic model for service delivery. Include

target dates for the beginning and end of each activity, including planning activities and staff responsible. Specify any details for subcontracting. Identify target population, numbers to be served and units of service for each objective and activity. Complete the project Activities/Outcomes Form (Attachment D) to describe the project methodology.

2. Each site must be willing to participate in a cross-site evaluation with an independent evaluator determined by the VDSS.
3. Each site must develop an initial evaluation plan with measures of project outputs (quantity) and outcomes (goal attainment) of services proposed.
4. The evaluation plan must utilize researched-based instruments, when practicable.
5. The evaluation of outcomes must be based on the stated goals, objectives and activities.

H. Proposed Budget

1. Complete the Itemized Budget Summary Sheet (Attachment E). Attach to the Itemized Budget Summary Sheet a budget narrative that includes a) a description of each proposed expenditure and b) provide a justification for the proposed expenditure. Dollar amounts for cash or in-kind match must be thoroughly justified.
2. Within the broad program requirements in Section 3, proposals must include budget items such as the following:
 - a. Salaries and fringe benefits of adoption designated workers, adoption trainers, adoption recruiters and appropriate share of project manager's costs. The proposal should identify the staff percentage on the contract, the full salary and the salary related to the contract. Only the staff percentage of time to the contract may be charged for fringe benefits.
 - b. Adoption services to children available for adoption
 - c. Supplies, materials, and meeting expenses necessary for the grant activities.
 - d. Travel costs shall be generally limited to in-state travel to deliver services indicated in the proposal. When there is a state restriction on out-of-state travel, out-of-state travel will require prior approval by the contract administrator.

- e. As a major goal of this RFP is to promote partnership among public and private providers, all training at any national conference shall include a team of public and private partners. All out-of-state training requires prior approval if a state budget restriction on travel is in effect.

Note: Funds from this grant award cannot be used for indirect costs. Indirect costs may be used toward the 10% match as the cash or in-kind costs.

A minimum of 10% cash or in-kind match is required. No other federal funds may be used as part of this match. Applicants must not use local, state, or other federal funds already being used for other matching purposes. The proposal must provide sufficient documentation with the proposal that the matching funds are eligible and consistent with the guidelines given.

When calculating the match, divide the amount of the request by the difference between 100% and the match percentage, then subtract the amount requested from the figure obtained. For example, a 10% cash or in-kind match may be computed by dividing the amount of the request by .90 and subtracting the request from the figure obtained.

A program requesting \$50,000 would be required to provide a cash or in-kind match in the amount of \$5,000 ($\$50,000 / .90 = \$45,000$ less the \$50,000 requested amount, for a match totaling \$5,000).

All expenses included in the proposal must be allowable under federal and state regulations, must be reasonable and necessary, and apply directly to the project.

I. Letters of Support and/or Commitment

Provide:

- letters of support from at least three adoptive parents for whom you have finalized an adoption in the past 3 years of a child from a local department of social services;
- at least three letters of commitment from local departments of social services that will be served by this grant or three letters of commitment from local department of social services where you have been successful in assisting in the adoption of a child in the past 3 years, and
- a sample memorandum of understanding that will be used with LDSS to describe the services provided by the proposal, if awarded, to achieve adoptions in a timely manner within the annual contract period.

J. Requirements and Assurances

The following attachments shall be included:

- A copy of the Federal Assurances (Attachment G),
- Certification Regarding Lobbying Attachment I) and
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment J) has been provided.

If these attachments lack signatures, the proposal will not be considered.

K. Work Plan (Activities/Outcomes Form)

The Activities/Outcomes Form (Attachment D) must provide the goals, inputs, activities, outputs and the outcome of the project according to the logic model.

L. Proposal Order of Presentation

The complete application will include all of the following parts:

- a. Agency Offeror Sheet (Attachment A)
- b. RFP Checklist (Attachment B)
- c. Proposal Cover Sheet (Attachment C)
- d. Executive Summary
- e. Proposal Narrative
- f. Agency History
- g. Evaluation Plan
- h. Activities/Outcomes Form (Attachment D)
- i. Proposed Budget – must include both an
 - Itemized Budget form (Attachment E, pages 1 - 5) and
 - A clear explanation of expenses in narrative form (Budget Narrative).Failure to provide a budget narrative may result in rejection of the application.
- j. W-9 Form (with signature) (Attachment F)
- j. Current Letters Of Support and/or Commitment (with signatures)
- k. Draft memorandum of understanding (MOU) that will be used with local departments of social services.
- l. Job Descriptions and/or Resumes (up-to-date)
- m. Assurances Form Sf-424b (with signature) (Attachment G)
- n. General Certification (Attachment H) (with signature)
- o. Signed Certification Regarding Lobbying (Attachment I) (with signature)
- p. Signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. (Attachment J) (with signature)

- q. Signed Certification to Receive Electronic Reimbursement (Attachment K) (with signature)
- r. Copy of Virginia Child-Placing Agency License
- s. 2007-2008 fiscal year operating budget
- t. 2006-2007 statement of actual costs including a listing of the sources of funding
- u. Copy of the most recent Audit
- v. Two complete copy of the RFP must be attached with two original proposals with signatures.

SECTION 5 - EVALUATION CRITERIA AND AWARD

Proposals will be reviewed by a Committee who has expertise in adoption, contract management, program administration, program development and program evaluations. The Review Committee shall review proposals in each category stated below and will make programmatic and budgetary recommendations for grant awards. The Review Committee will submit recommendations for funding to VDSS' Commissioner and the Director of Division of Family Services.

5.1 Evaluation Criteria

To be considered for funding, proposals must first meet the stated objectives, and general and specific requirements, as outlined and published in the RFP. Proposal will be evaluated using the following specific criteria:

5.1.1 Content Adequacy (10 points)

- a. Concise and complete in scope
- b. Reflects an awareness of the best or promising practices and provides a good rationale for the selected approach relative to improving adoptions
- c. Demonstrates planning in all aspects (needs assessment, community collaboration, services provided, outputs, outcomes and budget)

5.1.2 Demonstrated Capability to Carry out Proposed Project: (10 points)

- a. Describes purpose and goals of the agency
- b. Specifies jurisdictions for services
- c. Demonstrated use of other State adoption contracts
- d. Letters of support from families and agencies that exhibited confidence that your agency can carry out the proposed project and families
- e. Utilizes appropriate and qualified staff to implement the proposal
- f. Documented adequacy of past performance of agency and staff in working collaboratively to achieve adoptions
- g. Demonstrated capacity to achieve defined outcomes
- h. Evidence of effective collaboration with local agencies

5.1.3 Needs Assessment for Project (15 points)

- a. Evidence of jurisdictional and/or regional needs assessments
- b. Clearly defines the need and problems, the population to be served, and the rationale for the approach relative to adoption of children waiting placement
- c. Utilize statistics to document need for services

- d. Utilizes literature/research to establish rationale for proposed approach to adoption
- e. Describe the adoption outreach for targeted and children specific recruitment
- f. Identifies existing resources in jurisdictions selected
- g. Specifies whether services is new or ongoing
- h. Discuss outcomes from past funding and accomplishments if project is ongoing; if projects are new, how you will achieve outcomes
- i. Demonstrate lack of services by local agencies
- j. Describe how targeted or child specific population will be served.
- k. Demonstrate how project is different from a purchase of services project

5.1.4 Proposal Narrative: (40 points)

- a. Narrative clearly describes the Proposed Project and identifies the results and benefits to be derived from implementation
- b. Goals and objectives are consistent with the goal and objectives of the RFP
- c. Specifies services/activities to be provided
- d. Goals and objectives in the narrative coincide with those outlined in the Overview of Activities /Outcomes (Attachment D)
- e. Describes how strategies/activities will coordinate/collaborate and link with other adoption services
- f. Uses measurable objectives
- g. Utilizes evidence based practices
- h. Demonstrates a plan to achieve and document outcomes
- i. Specifies targeted populations (targeted children or child specific children) and numbers to be served
- j. Describes client selection process and retention
- k. Demonstrates appropriate planning and collaboration
- l. Specifies needed resources
- m. Identifies time frames
- n. Specifies location of service delivery
- o. Defines project impact and how determined
- p. Describes training of adoptive parents and adoptive parent overall involvement in the project
- q. Describes local agency worker collaboration and training in the ongoing project
- r. Describes ongoing collaborative involvement and participation with local agencies in ongoing decision making of the project.

5.1.5 Evaluation Plan Measures Project Goals, Objectives and Achieved Outcomes (15 points)

- a. The initial evaluation plan measures project outputs (quantity) and outcomes (quality) of services.
- b. The initial evaluation plan utilizes researched-based instruments, when practicable.
- c. The initial evaluation of outcomes is based on the stated goals, objectives and activities.

5.1.6 Budget (10 points)

The budget is reasonable relative to the services being provided, the geography of the region, and the number of clients being served.

Note: Invoices for billing VDSS will be provided to applicants awarded contracts.

5.2 Best Value Award(s): Selection shall be made of two or more Offeror(s) deemed to be fully qualified and best suited among those submitting best value proposals on the basis of the evaluation factors included in this solicitation, including price, if so stated. Negotiations shall be conducted with the Offeror(s) whose proposal(s) represent the most advantageous and best offer. Awards will be made on a best value basis to the Offeror(s) which, in its opinion, represents the best overall combination of quality, price, and various elements of required goods/services, as stated in this solicitation, that in total are optimal relative to the agency's needs. The Commonwealth may cancel this solicitation or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359 D). The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's offer as negotiated.

SECTION 6 - REPORTING AND DELIVERY REQUIREMENTS

Contractors for adoption programs funded will be required to attend a meeting to be held during the first quarter of the contract period. The Contractor shall produce the following reports of activities and services:

Contractors shall submit:

- A. Quarterly Reports** detailing progress made as compared to the completed work plan submitted with this proposal shall be submitted to VDSS within 30 calendar days after the end of each quarter. Quarterly reports, at a minimum, will include:
- A brief description of the target population and the numbers served during the quarter as it relates to the project's specified target population;
 - Demographic information regarding the population served;
 - A detailed description of activities and an assessment of the progress of the project compared to the Activities/Outcomes Work Plan; each goal, objective, and related strategies and activities shall be addressed;
 - Statistical information on the clients served;
 - A description of how adoptive parents have been involved in the development, implementation and/or evaluation of programs and services;
 - A description of any targeted or child-specific recruitment;
 - Identification of collaborative partnerships formed as a result of this project;
 - Any gaps in services or barriers to the progress of the project, with proposed solutions;
 - An explanation of any deviations from the work plan;
 - Any changes in staffing;
 - Identification of any particularly successful or unsuccessful project activity or component; and,
 - Copies of any materials that have been developed under the contract. Note: Materials produced under this contract must bear a statement that the project was supported by the Virginia Department of Social Services, and Title XX/SSBG (Social Service Block Grant) funds for Achieve Adoption Services Through Collaborative Partnerships.
 - The selected proposals must complete the quarterly progress reports (Attachment O) due on the following dates after the end of each quarter.

Quarterly Reports		Due
1	July 1, 2008- September 30, 2008	October 31, 2008
2	October 1, 2008– December 31, 2008	January 31, 2009
3	January 1, 2009 – March 31, 2009	April 30, 2009
4	April 1, 2009 – June 30, 2009	July 31, 2009

- B. An Annual Report** describing the cumulative activities of the contract shall be submitted to VDSS within 30 calendar days following the conclusion of each contract period. The first year funding period for this RFP is July 1, 2008 – June 30, 2009. The annual report is separate from and in addition to the fourth quarter report and the other quarterly reports. The annual report is a cumulative summary and evaluation of project activities and services over the entire funding period. It shall be in the same format as quarterly narrative reports and shall include:
- An overall evaluation of the project (according to the collaboration with the independent evaluator) including an assessment of whether the project's goals and objectives were met; whether desired outcomes were achieved. Each goal and objective, as stated in the Activities/Outcomes Work Plan, shall be addressed. Adoptive parent involvement shall be addressed. Local agency and adoptive parent satisfaction with the services provided shall also be addressed. Any problems or delays that were encountered and how they were resolved;
 - An assessment of the program's effectiveness and the value to the waiting children, adoptive parents and local agencies;
 - Statistical information on the number of children, potential adoptive and actual adoptive families served;
 - Copies of any materials that were developed under the contract.
 - Copies of each evaluation form completed by participants shall be made available to VDSS upon request.
- C. Duplicate Reports and/or a Document** may be required by the VDSS for the purpose of disseminating any portions of the project which have been successful in a manner useful to other agencies or organizations in setting up a similar project or for evaluation purposes. The VDSS will assist the Contractor in determining what information shall be included after receiving the final report. Reports submitted by the Contractor may also be used in a peer review process at the state and/or local level.
- D. A Written Report** to the VDSS which shall be submitted within seven calendar days indicating significant deviations from anticipated progress and/or problems associated with the delivery of services as agreed to by the VDSS and the Contractor. Such report shall identify the deviations and/or problems, whether anticipated or actual, the effects of such on the performance under this contract, and a proposed plan for resolution.
- E. Fiscal Reports:** All Contractors shall produce the following monthly fiscal reports:
- A detailed monthly invoice for grant expenditures with original signature must be completed for reimbursement of expenses.

All Contractors shall maintain appropriate programmatic and financial records that fully disclose the amount and disposition of Adoptions Services/SSBG funds received including: financial documentation for disbursements; time and attendance records specifying time devoted to allowable grant services and activities; participant files; the portion of the project supplied by other sources of revenue; and job descriptions. Records must be maintained that clearly show the source, the amount, and the period during which the match was allocated. The basis for determining match value and volunteer services must be documented.

The Contractor agrees to provide any additional reports that the VDSS may request by written notice to the Contractor.

SECTION 7 – OPTIONAL PRE-PROPOSAL CONFERENCE

To assist applicants in their proposal preparation, VDSS is sponsoring an optional pre-proposal conference to be held on Monday, May 12, 2008 from 1:00 p.m. to 4:00 p.m., at the Dept. of Social Services, 7 N. Eighth St., Richmond, VA, Conference Room 1. This informational meeting is voluntary; however, the information provided may be very helpful to individuals completing the subgrant proposal.

See Attachment U for directions.

The conference will include an overview of the Achieve Adoption Services Through Collaborative Partnerships RFP requirements and preparation, budget development, and information about the proposal review process.

Please bring a copy of the Request of Proposal with you. Any changes resulting from this conference will be issued in a written addendum to the Request for Proposals. Attendance at this conference is not a prerequisite to submitting a proposal.

SECTION 8 - GENERAL TERMS AND CONDITIONS

- A. VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places,

available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

- 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or Subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By submitting their proposals, Award to Subgrantees:

The Request for Proposal process is a competitive process and awards are provided based on a review of criteria defined within the RFP and negotiations of final terms. The Department reserves the right to award single or multiple awards. The Department may withdraw the RFP or reject proposals at any time prior to the award.

G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR

RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than 5:00 p.m., Tuesday, May 27, 2008. . Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth

shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

a. A Contractor awarded a contract under this solicitation is hereby obligated:

1) To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the Subcontractor(s) under the contract; or

2) To notify the agency and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

b. The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime Contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from Subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS,

CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The VDSS may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the VDSS a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the VDSS's right to

audit the Contractor's records and/or to determine the correct number of units independently; or

- c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the VDSS with all vouchers and records of expenses incurred and savings realized. The VDSS shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the VDSS within thirty (30) days from the date of receipt of the written order from the VDSS. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the VDSS or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any Subcontractors are involved, the Subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or Offeror further certifies that the Contractor and any Subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in

the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.

3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - \$1,000,000 per occurrence.

R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the VDSS will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

S. DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. NONDISCRIMINATION OF CONTRACTORS: An Offeror or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided

pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. AWARD TO SUB-GRANTEES:

The Request for Proposal process is a competitive process and awards are provided based on a review of criteria defined within the RFP and negotiations of final terms. The Department reserves the right to award single or multiple awards. The Department may withdraw the RFP or reject proposals at any time prior to the award.

W. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

SECTION 9 – SPECIAL TERMS AND CONDITIONS

- A. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period. The applicant further agrees to comply with the organizational audit requirements of OMB Circular A-128, "Audits of State and Local Governments" or the Single Audit Act and OMB Circular A-133.

A Contractor who exceeds \$500,000 or more in combined federal funding is required at its expense to have an independent grant audit performed annually in accordance with the Single Audit Act and OMB Circular A-133. A copy of all audits must be forwarded to VDSS within thirty days after receipt of the report by the institution or agency. The audit report shall be submitted no later than one (1) year from the end-date of the contract award as stated on the Contract, and for each audit cycle thereafter covering the entire award period as originally approved or amended. The management letter must be submitted with the audit report.

- B. **CANCELLATION OF CONTRACT:** The VDSS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon thirty (30) days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract shall be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all services agreed to prior to the effective date of cancellation.
- C. **CONTRACTOR AS INDEPENDENT CONTRACTOR:** During the performance of this contract, the Contractor shall be regarded as an independent Contractor and not as an agent or employee of the Commonwealth of Virginia or VDSS. The Contractor shall be responsible for all its own insurance and federal, state, local and social security taxes.
- D. **CONFIDENTIALITY:** Any information obtained by the Contractor concerning recipients of services under this contract shall be treated as confidential in accordance with relevant provisions of State and federal law.
- E. **CONTRACTOR PERFORMANCE:** The VDSS may monitor and evaluate the Contractor's performance under the contract through analysis of required reports, expenditure statements, site visits, peer reviews, interviews with or surveys of relevant agencies/ organizations and individuals having knowledge of the Contractor's services or operations, audit reports, and other mechanisms deemed appropriate by the VDSS. Performance under this contract shall be a primary

consideration for extension of this contract and may be a consideration in future contract awards and negotiations.

F. EQUIPMENT: Total requests for equipment costs in excess of \$500.00 per contract are not allowed. Equipment purchased under the terms of this contract shall be limited to equipment indicated in the attached budget. Equipment purchased under this contract shall be retained by the Contractor during the period of performance of the contract. Ownership of equipment purchased under this contract may revert to the VDSS at the end of the contract period when ownership is requested by the VDSS in writing. No depreciation or use charges on equipment purchased under this contract shall be claimed on this or any future contract with the Commonwealth of Virginia or any of its agents.

G. FISCAL ADMINISTRATION: These funds are not intended to supplant existing resources or to duplicate existing funds. It is expected that this source of revenue will encourage and stimulate contributions from other public and private sources.

1. A contract will be signed between the VDSS and an authorized representative of the applying agency/organization upon granting of an award. Upon approval of the contract, the Contractor will be reimbursed for expenses on a **monthly** basis according to the terms of the contract. Therefore, the applicant agency/organization must be prepared to pay expenses as they are incurred and then submit expenditure statements/request for funds on a **monthly** basis to the Department of Social Services for reimbursement. **The last two invoices shall be submitted in the following manner:** The May invoice must be received by the Department of Social Services no later than June 6. An invoice for June expenditures shall be submitted no later than July 10. The Contractor should allow 30 days from the time expenditure statements/request for funds are received by the Department until reimbursement is received. If errors are found in the expenditure statements, the 30 days will be from the date errors are corrected.

2. The Contractor will be required to maintain adequate accounting records to support all requests for reimbursement. These records shall be available for review by the State.

H. OBLIGATION OF APPLICANT AGENCY: By submitting a proposal, the applicant covenants and agrees that the applicant has satisfied itself, from its own investigation of the conditions to be met, that the applicant fully understands its obligation and that it will not make any claim for or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

I. OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the VDSS pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by

an applicant shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the applicant must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Any reports, studies, photographs, negatives, films, videos, or other documents prepared by the Contractor in the performance of its obligations under this contract shall be the exclusive property of the VDSS and all such materials shall be remitted to the VDSS upon completion, termination or cancellation of this contract. The Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the Contractor's obligations under this contract without the prior written consent of the VDSS. Any materials produced under this contract must have the prior written approval of the Adoption Programs Unit and include a statement prominently displayed that the project was supported by the Virginia Department of Social Services, Adoption Programs Unit..

- J. OWNERSHIP OF INTELLECTUAL PROPERTY:** All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the Contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

All reports, studies, photographs, negatives, films, videos, or other documents created, acquired, prepared, or maintained by the Contractor in the performance of its obligations under this Agreement shall be the property of VDSS. All such materials shall be remitted, upon request, to VDSS in a format, electronic or otherwise, acceptable to VDSS. The Contractor shall not use such materials for any purpose other than performance of its obligations under this Agreement. VDSS must agree to the release of materials to a third party in either electronic read-only documents or hard copy. VDSS may, at its sole discretion, release any papers, reports, forms, materials, creations, or inventions created, acquired, developed or maintained under this agreement to the Virginia Social Services System (VSSS).

All materials shall be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by VCU shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Contractor must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

All materials produced under this Agreement must bear a statement that the project was funded by VDSS. The Contractor agrees that any materials (including, but not limited to written, visual, audio, , policy training manuals and issue analyses) issued by the Contractor describing programs or projects funded in-whole or in-part with Federal Funds, shall contain the following statement:

Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of VDSS or the U.S. Department of Health and Human Services.

If applicable, Contractor also agrees that one copy of any such materials will be submitted to VDSS in all formats (paper, acceptable electronic format, et al) to be placed on file and distributed as appropriate to other interested parties. Twenty copies shall be provided to the Library of Virginia as required by statute.

K. POLITICAL ACTIVITY PROHIBITED: Programs funded under this contract shall not use these funds, provide services, or employ or assign personnel, in a manner supporting or resulting in the identification of such programs with:

1. Any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office;
2. Any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or
3. Any voter registration activity.

L. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all Subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his Subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

M. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon written agreement of both parties for up to two successive one-year periods, under the terms of the original contract, and at a reasonable time (approximately 90 days) prior to the expiration.

N. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the VDSS. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the VDSS the names, qualifications and experience of their proposed Subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his Subcontractor(s) and shall assure compliance with all requirements of the contract.

- O. SMOKE FREE ENVIRONMENT:** By submitting their proposals, Offerors certify to the Commonwealth that they will comply with the requirements of Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or granted for by an entity and used routinely or regularly for the provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant. The Contractor further agrees that it will require the language of this certification be included in any sub-awards or contracts, which contain provisions for children's services. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.
- P. SUPPLANTATION OF FUNDS:** The applicant assures that funds made available under this contract will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would be, in the absence of these funds, made available for child abuse prevention services and activities.
- Q. CERTIFICATION REGARDING LOBBYING:** The undersigned certifies, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L, ``Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this

transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION 10 - METHOD OF PAYMENT

COMPENSATION to the Contractor for delivered services shall be as follows:

- A. The Contractor shall be paid on a cost reimbursable basis. Reimbursements will be made monthly. It is preferred that all reimbursements be deposited electronically through the Virginia Department of Accounts Remittance Electronic Data Exchange (EDI) (Attachment K) for expediency. Application information for EDI can be found on the Virginia Department of Account's website: www.doa.virginia.gov.
- B. Actual expenditures shall be invoiced pursuant to approved line item budget categories in Attachment E.
- C. No amendments to the approved budget may be made without the prior written approval of the VDSS. Budget amendments must be requested using the Budget Amendment Request form (Attachment S) accompanied by a narrative to the VDSS for the VDSS's prior approval at least thirty (30) calendar days prior to the intended effective date
- D. All revenue from the sale of products derived through activities performed pursuant to this contract shall be reported to the VDSS and may be applied as an adjustment to defray costs for the VDSS.
- E. The invoice period shall be monthly. The Contractor shall invoice (Attachment R) the VDSS each invoice period on forms supplied by the VDSS and shall submit an invoice showing no services delivered if that is the case in any invoice period. The VDSS shall not be obligated to pay for services when the Contractor fails to submit monthly invoices for such services within thirty (30) calendar days after the close of the invoice period in which services were delivered. Invoices which are valid and correct shall be processed and paid no later than thirty (30) calendar days after receipt of the invoice.

The last two invoices shall be submitted in the following manner: The May invoice must be received by the Department of Social Services no later than June 6. An invoice for June expenditures shall be submitted no later than July 10. The Contractor should allow 30 days from the time expenditure statements/request for funds are received by the Department until reimbursement is received. If errors are found in the expenditure statements, the 30 days will be from the date errors are corrected.

- F. If the Contractor fails to correctly provide any services and/or reports as specified in this contract, and in the time period specified herein, the VDSS may withhold payment of invoices until said services and/or reports are provided. All services provided by the Contractor pursuant to this contract shall be performed to the

satisfaction of the VDSS, and in accord with applicable federal, state and local laws, ordinances, rules, regulations and applicable OMB circulars. The Contractor shall not receive payment for work found by the VDSS to be unsatisfactory, or performed in violation of federal, State or local laws, ordinances, rule or regulations.

- G. The Contractor shall be required to maintain accounting records to support all requests for reimbursement. These records shall be available for review by the state. Expenditures will be monitored by the Virginia Department of Social Services, Adoption Programs.

SECTION 11 - PROPOSAL FORMS & ATTACHMENTS

Attachment A --- Agency Offeror Sheet (also Page 2 of this RFP)

Attachment B --- RFP Checklist

Attachment C --- Proposal Cover Sheet

Attachment D --- Activities/Outcomes Form

Attachment E --- Proposed Budget

Itemized Budget (Attachment E, Pages 1 - 5)

Attachment F --- W-9 Form

Attachment G --- Assurances Form Sf-424b

Attachment H --- General Certification

Attachment I --- Signed Certification Regarding Lobbying

Attachment J --- Signed Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion

Attachment K --- Signed Certification to Receive Electronic Reimbursement

OTHER ATTACHMENTS

Attachment L, M and N --- OASIS Data, February 28, 2008

Foster Care Demographic Report for Children with a Goal of Adoption

- Attachment L --- Sex and Race
- Attachment M --- Ages
- Attachment N --- TPR and Placements

Attachment O --- Quarterly Report DRAFT

Attachment P --- Placements/Final Orders DRAFT

Attachment Q --- Families Who Have Been Approved - DRAFT

Attachment R --- Adoption Programs Contract Monthly Invoice - DRAFT

Attachment S --- Adoption Programs Contract Budget Amendment Request - DRAFT

Attachment T --- Virginia Map with VDSS Regional Boundaries

Attachment U --- Directions To Pre-Proposal Conference

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